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Attorneys for Plaintiff Abhinav Bhatnagar

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ABHINAV BHATNAGAR,)
Plaintiff,)
vs.)
JASON INGRASSIA, individually and in)
his official capacity; COUNTY OF)
CONTRA COSTA; and CITY OF)
SAN RAMON.)
Defendants.)

) Case No.: 3:07 CV 02689 (CRB)
STIPULATED PROTECTIVE ORDER

Plaintiff ABHINAV BHATNAGAR, Defendant JASON INGRASSIA, the COUNTY of CONTRA COSTA, the CITY of SAN RAMON, by way of their respective attorneys, HEREBY STIPULATE AND AGREE to the following protective order:

1. PURPOSES AND LIMITATIONS. Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the

protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or other tangible things) that are produced or generated in disclosures or responses to discovery in this matter;

2.3 “Confidential” Information or Items: information (regardless of how generated, stored or maintained) or tangible things qualify for protection under standards developed under Fed.R.Civ.Pro. 26(c).

2.4 “Highly Confidential-Attorneys’ Eyes Only” or “Confidential” Information or Items: extremely sensitive “Confidential Information or Items” whose disclosure to another Party or non-party would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

2.7. Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential-Attorneys Eyes Only.”

2.8. Protected Material: any Disclosure or Discovery Material that is

1 designated as "Confidential" or as "Highly Confidential-Attorneys' Eyes Only."

2 2.9. Outside Counsel: attorneys who are not employees of a Party but who are
3 retained to represent or advise a Party in this action.

4 2.10. House Counsel: attorneys who are employees of a Party.

5 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
6 well as their support staffs).

7 2.12. Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
9 witness or as an consultant in this action and who is not a past or a current employee of a Party
10 and who, at the time of retention, is not anticipated to become an employee of a Party. This
11 definition includes a professional jury or trial consultant retained in connection with this
12 litigation.

13 2.13 Professional Vendors: person or entities that provide litigation support
14 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
15 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
16 subcontractors.

18 3. SCOPE. The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also any information copied or extracted therefrom, as
20 well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations,
21 or presentations by parties or counsel to or in court or in other settings that might reveal
22 Protected Material.

23 4. DURATION. Even after the termination of this litigation, the confidentiality
24 obligations imposed by this Order shall remain in effect until a Designating Party agrees
25 otherwise in writing or court order otherwise directs.

27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection.

1 Each Party or non-party that designates information or items for protection under
2 this Order must take care to limit any such designation to specific material that qualifies under
3 the appropriate standards. A Designating Party must take care to designate for protection only
4 those parts of material, documents, items, or oral or written communications that qualify – so
5 that other portions of the material, documents, items, or
6 communications for which protection is not warranted are not swept unjustifiably within the
7 ambit of this Order.

8 Mass, indiscriminate, or routinized designations are prohibited. Designations that
9 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
10 unnecessarily encumber or retard the case development process, or to impose unnecessary
11 expenses and burdens on other parties), expose the Designating Party to sanctions.

12 If it comes to a Party's or a non-party's attention that information or items that it
13 designated for protection do not qualify for protection at all, or do not qualify for the level of
14 protection initially asserted, that Party or non-party must promptly notify all other parties that it
15 is withdrawing the mistaken designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this
17 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or
18 ordered, material that qualified for protection under the Order must be clearly so designated
19 before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (apart from transcripts of depositions or
22 other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL”
23 or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” at the top of each page that
24 contains protected material. If only a portion or portions of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
26 making appropriate markings in the margins) and must specify, for each portion, the level of
27 protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” –

1 ATTORNEYS' EYES ONLY").

2 A Party or non-party that makes original documents or materials available for
3 inspection need not designate them for protection until after the inspecting Party has indicated
4 which material it would like copied and produced. During the inspection and before the
5 designation, all of the material made available for inspection shall be deemed "HIGHLY
6 CONFIDENTIAL—ATTORNEYS' EYES ONLY." After the inspecting Party has identified
7 the documents it wants copied and produced, the Producing Party must determine which
8 documents, or portions thereof, qualify for protection under this Order, then, before producing
9 the specified documents, the Producing Party must affix the appropriate legend
10 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY") at the top
11 of each page that contains Protected Material. If only a portion or portions of the material on a
12 page qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
14 portion, the level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY
15 CONFIDENTIAL—ATTORNEYS' EYES ONLY").

16 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
17 the Party or non-party offering or sponsoring the testimony identify on the record, before the
18 close of the deposition, hearing, or other proceeding, all protected testimony, and further specify
19 any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL—ATTORNEYS'
20 ONLY." When it is impractical to identify separately each portion of testimony that is entitled to
21 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the
22 record (before the deposition or proceeding ins concluded) a right to have up to 20 days to
23 identify the specify the level of protection being asserted ("CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL—ATTORNEYS' EYES ONLY"). Only those portions of the testimony that
25 are appropriately designated for protection within the 20 days shall be covered by the provisions
26 of this Stipulated Protective Order.

27 Transcript pages containing Protected Material must be separately bound by the
28

1 court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or
2 "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY," as instructed by the Party or
3 non-party offering or sponsoring the witness or presenting the testimony.

4 (c) for information produced in some form other than documentary, and for any
5 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
6 container or containers in which the information or item is stored the legend "CONFIDENTIAL"
7 or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY." If only portions of the
8 information or item warrant protection, the Producing Party, to the extent practicable, shall
9 identify the protected portions, specifying whether they qualify as "CONFIDENTIAL" or
10 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

11 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
12 designate qualified information or items as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
13 – ATTORNEYS' EYES ONLY" does not, standing alone, waive the Designating Party's right to
14 secure protection under this Order for such material. If material is appropriately designated as
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" after the
16 material was initially produced, the Receiving Party, on timely notification of the designation,
17 must make reasonable efforts to assure that the material is treated in accordance with the
18 provisions of the Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Unless a proper challenge to a Designating Party's
22 confidentially designation is necessary to avoid foreseeable substantial unfairness, unnecessary
23 economic burden, or a later significant disruption or delay of the litigation, a Party does not
24 waive its right to challenge a confidentiality designation by electing not to mount a challenge
25 promptly after the original designation is disclosed.

26 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
27 Party's confidentiality designation must do so in good faith and must begin the process by
28 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)

1 with counsel for the Designating Party. In conferring, the challenging Party must explain the
2 basis for its belief that the confidentiality designation was not proper and must give the
3 Designating Party an opportunity to review the designated material, to reconsider the
4 circumstances, and, if no change in designation is offered, to explain the basis for the chose
5 designation. A challenging Party may proceed to the next stage of the challenge process only if
6 it has engaged in this meet and confer process first.

7 6.3 Judicial Intervention. A Party that elects to press a challenge to a
8 confidentiality designation after considering the justification offered by the Designating Party
9 may file and serve a motion under Civil Rule 7 (and in compliance with Civil Local Rule 79-5, if
10 applicable) that identifies the challenged material and sets forth in detail the basis for the
11 challenge. Each such motion must be accompanied by a competent declaration that affirms that
12 the movant has complied with the meet and confer requirements imposed in the preceding
13 paragraph and that sets forth with specificity the justification for the confidentiality designation
14 that was given by the Designating Party in the meet and confer dialogue.
15

16 The burden of persuasion in any such challenge proceeding shall be on the
17 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the
18 material in question the level of protection to which it is entitled under the Producing Party's
19 designation.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a non-party in connection with this case only for
23 prosecuting, defending, or attempting to settle this litigation. Such Protected material may be
24 disclosed only to the categories of persons and under the conditions described in this Order.
25 When the litigation has terminated, a Receiving Party must comply with the provisions of section
26 11, below (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a
28 location and in a secure manner that ensures that access is limited to the persons authorized

1 under this Order.

2 7.2 Disclosure of “CONFIDENTIAL: Information or Items. Unless otherwise
3 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
4 disclose any information or item designated CONFIDENTIAL only to:

5 (a) the Receiving Party’s Outside Counsel of record in this action, as well as
6 employees of said Counsel to whom it is reasonably necessary to disclose the information for
7 this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is
8 attached hereto as Exhibit A;

9 (b) the officers, directors, and employees (including House Counsel) of the
10 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
11 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

12 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is
13 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
14 Protective Order” (Exhibit A);

15 (d) the Court and its personnel;

16 (e) court reporters, their staffs, and professional vendors to whom disclosure is
17 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
18 Protective Order” (Exhibit A);

19 (f) during their deposition, witnesses in the action to whom disclosure is
20 reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order”
21 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal
22 Protected Material must be separately bound by the court reporter and may not be disclosed to
23 anyone except as permitted under this Stipulated Protective Order.

24 (g) the author the document or the original source of the information.

25 7.3 Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
26 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
27 Designating Party, Receiving Party may disclose any information or item designated “HIGHLY
28 CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:

1 (a) the Receiving Party's Outside Counsel of record in this action, as well as
2 employees of said Counsel to whom it is reasonably necessary to disclose the information for
3 this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is
4 attached hereto as Exhibit A;

5 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably
6 necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective
7 Order" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have
8 been followed;

9 (c) the Court and its personnel;

10 (d) court reporters, their staffs, and professional vendors to whom disclosure is
11 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by
12 Protective Order" (Exhibit A); and

13 (e) the author of the document or the original source of the information.

14 7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL –
15 ATTORNEYS' EYES ONLY" Information or Items to "Experts".

16 (a) Unless otherwise ordered by the court or agreed in writing by the Designating
17 Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) any information or
18 item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
19 first must make a written request to the Designating Party that (1) identifies the specific
20 HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to
21 the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary
22 residence, (3) attaches a copy of the Expert's current resume, (4) identifies the Expert's current
23 employer(s), (5) identifies each person or entity from whom the Expert has received
24 compensation for work in his or her areas of expertise or to whom the expert has provided
25 professional services at any time during the preceding five years, and (6) identifies (by name and
26 number of the case, filing date, and location of court) any litigation in connection with which the
27 Expert has provided any professional services during the preceding five years.

28 (b) A Party that makes a request and provides the information specified in the

1 preceding paragraph may disclose the subject Protected Material to the identified Expert unless,
2 within seven court days of delivering the request, the Party receives a written objection from the
3 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

4 (c) A Party that receives a timely written objection must meet and confer with
5 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
6 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert
7 may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule
8 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe
9 the circumstances with specificity, set forth in detail the reasons for which the disclosure to the
10 Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and
11 suggest any additional means that might be used to reduce that risk. In addition, any such motion
12 must be accompanied by a competent declaration in which the movant describes the parties'
13 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer
14 discussions) and sets forth the reasons advanced by the Designating Party for its refusal to
15 approve the disclosure.

16 In any such proceeding the Party opposing disclosure to the Expert shall bear the
17 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
18 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
20 **OTHER LITIGATION.** If a Receiving Party is served with a subpoena or an order issued in
21 other litigation that would compel disclosure of any information or items designated in this
22 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY,"
23 the Receiving Party must so notify the Designating Party, in writing (by fax, if possible)
24 immediately and in no event more than three court days after receiving the subpoena or order.
25 Such notification must include a copy of the subpoena or court order.

26 The Receiving Party also must immediately inform in writing the Party who caused the
27 subpoena or order to issue in the other litigation that some or all the material covered by the
28 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that

1 caused the subpoena or order to issue.

2 The purpose of imposing these duties is to alert the interested parties to the existence of
3 this Protective Order and to afford the Designation Party in this case an opportunity to try to
4 protect its confidentiality interests in the court from which the subpoena or order issued. The
5 Designating Party shall bear the burdens and the expenses of seeking protection in that court of
6 its confidential material—and nothing in these provisions should be construed as authorizing or
7 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

8 9. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.** If a Receiving
9 Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person
10 or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party
11 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b)
12 use its best efforts to retrieve all copies of the Protected Material, (c) inform the person or
13 persons to whom unauthorized disclosures were made of all of the terms of this Order, and (d)
14 request such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
15 that is attached hereto as Exhibit A.

16 10. **FILING PROTECTED MATERIAL.** Without written permission from the
17 Designating Party or a court order secured after appropriate notice to all interested persons, a
18 Party may not in the public record in this action any Protected material. A Party that seeks to file
19 under seal any Protected Material must comply with Civil Local Rule 79-5.

20 21. **FINAL DISPOSITION.** Unless otherwise ordered or agreed in writing by the
22 Producing Party, within sixty (60) days after the final termination of this action (defined as the
23 dismissal or entry of judgment by the district court, or if an appeal is filed, the disposition of the
24 appeal), each Receiving Party must return all Protected Material to the Producing Party. As used
25 in this subdivision, “all Protected Material” includes all copies, abstracts compilations,
26 summaries or any other form of reproducing or capturing any of the Protected Material. With
27 permission in writing from the Designating Party, the Receiving Party may destroy some or all of
28 the Protected Material instead of returning it. Whether the Protected Material is returned or

1 destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if
2 not the same person or entity, to the Designating Party) by the sixty day deadline that identifies
3 (by category, where appropriate) all the Protected Material that was returned or destroyed and
4 that affirms that the Receiving Party has not retained any copies, abstracts, compilations,
5 summaries or other forms of reproducing or capturing any of the Protected Material.
6 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
7 motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if
8 such materials contain Protected Material. Any such archival copies that contain or constitute
9 Protected Material remain subject to this Protective Order as set forth in Section 4
10 (DURATION), above.

11 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any
13 person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Protective Order no Party waives any right it otherwise would have to object to disclosing or
14 producing any information or item on any ground not addressed in this Stipulated Protective
15 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
16 the material covered by this Protective Order.

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1 13. DESIGNATION OF PREVIOUSLY PRODUCED DOCUMENTS. Documents
2 produced at the deposition of Plaintiff ABHINAV BHATNAGAR on October 17, 2007, in
3 response to Document Request Nos. 3-5, are "CONFIDENTIAL." These documents include Mr.
4 BHATNAGAR's phone records, credit and debit cards, and bank records.

5 **IT IS SO STIPULATED.**

6 Dated: July 7, 2008
7 Oakland, California

JUSTICE FIRST, LLP
Attorneys for Plaintiff Abhinav Bhatnagar
By:

8 _____
9 /s/ Jenny Huang
10 Jenny C. Huang
11 2831 Telegraph Avenue
12 Oakland, CA 94609

13 Dated: July 7, 2008
14 Oakland, California

JIVAKA CANDAPPA
Attorneys for Plaintiff Abhinav Bhatnagar
By:

13 _____
14 /s/ Jivaka Candappa
15 Jivaka Candappa
16 46 Shattuck Square, Suite 15
17 Berkeley, CA 94704

18 Dated:
19 Martinez, California

GREGORY HARVEY
Attorney for Contra Costa County and
the City of San Ramon
By:

19 _____
20 Mr. Gregory Harvey
21 Contra Costa County Counsel's Office
22 651 Pine Street, 9th Floor
23 Martinez, CA 94553

24 Dated:
25 Walnut Creek, California

JAMES FITZGERALD
Attorney for Defendant Jason Ingrassia
By:

24 _____
25 Mr. James Fitzgerald
26 McNamara Dodge et al. LLP
27 P. O. Box 5288
28 Walnut Creek, CA 94596-1288

27 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

28 Dated: July ___, 2008

UNITED STATES DISTRICT COURT JUDGE

1
2 EXHIBIT A
3
4

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

(*Abhinav Bhatnagar v. Jason Ingrassia et al.* Case #:C07-02669 (CEB))

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States District Court for
the Northern District of California on [date] in the case of _____ **[insert formal name of
the case and the number and initials assigned to it by the court]**. I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in the
nature of contempt. I solemnly promise that I will not disclose in any manner any information or
item that is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Northern District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]

13. DESIGNATION OF PREVIOUSLY PRODUCED DOCUMENTS. Documents produced at the deposition of Plaintiff ABHINAV BHATNAGAR on October 17, 2007, in response to Document Request Nos. 3-5, are "CONFIDENTIAL." These documents include Mr. BHATNAGAR's phone records, credit and debit cards, and bank records.

IT IS SO STIPULATED.

Dated: July 7, 2008
Oakland, California

JUSTICE FIRST, LLP
Attorneys for Plaintiff Abhinav Bhatnagar
By:

/s/

Jenny C. Huang
2831 Telegraph Avenue
Oakland, CA 94609

Dated: July 7, 2008
Oakland, California

JIVAKA CANDAPPA
Attorneys for Plaintiff Abhinav Bhatnagar
By:

19

Jivaka Candappa
46 Shattuck Square, Suite 15
Berkeley, CA 94704

Dated: Martinez, California

GREGORY HARVEY
Attorney for Contra Costa County and
the City of San Ramon
By:

Mr. Gregory Harvey
Contra Costa County Counsel's Office
651 Pine Street, 9th Floor
Martinez CA 94553

Dated: 7/16/68
Walnut Creek, California

JAMES FITZGERALD
Attorney for Defendant Jason Ingrassia
By: 

Mr. James Fitzgerald
McNamara Dodge et al. LLP
P. O. Box 5288
Walnut Creek, CA 94596-1288

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: July , 2008

UNITED STATES DISTRICT COURT JUDGE

13. DESIGNATION OF PREVIOUSLY PRODUCED DOCUMENTS. Documents produced at the deposition of Plaintiff ABHINAV BHATNAGAR on October 17, 2007, in response to Document Request Nos. 3-5, are "CONFIDENTIAL." These documents include Mr. BHATNAGAR's phone records, credit and debit cards, and bank records.

IT IS SO STIPULATED.

Dated: July 7, 2008
Oakland, California

JUSTICE FIRST, LLP
Attorneys for Plaintiff Abhinav Bhatnagar
By:

Dated: July 7, 2008
Oakland, California

JIVAKA CANDAPPA
Attorneys for Plaintiff Abhinav Bhatnagar
By:

Dated:
Martinez, California

GREGORY HARVEY
Attorney for Contra Costa County and
the City of San Ramon
By:

Dated: Walnut Creek, California

JAMES FITZGERALD
Attorney for Defendant Jason Ingrassia
By:

Mr. James Fitzgerald
McNamara Dodge et al. LLP
P. O. Box 5288
Walnut Creek, CA 94596-1288

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: July , 2008

UNITED STATES DISTRICT COURT JUDGE